

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

FILED IN OPEN COURT

DATE: 3-17-2009

TIME: 11:47 AM

INITIALS: J.H.

UNITED STATES OF AMERICA,

Plaintiff,

VS.

Criminal No. 08 20052

NARRINO STEWART,
a/k/a MARRINO STEWART,
a/k/a RAY MOORE,

Defendant.

PLEA AGREEMENT

The full and complete plea is as follows:

The following constitutes the Plea Agreement reached between the United States, represented by Lawrence J. Laurenzi, United States Attorney for the Western District of Tennessee, and MICHELLE L. KIMBRIL-PARKS, Assistant United States Attorney, the defendant, NARRINO STEWART, represented by NED GERMANY, defense counsel. The parties enter into the following Plea Agreement pursuant to Rule 11(c)(1)(c) of the Federal Rules of Criminal Procedure. It being the intention of the parties that the Court may accept or reject this agreement immediately or after having had an opportunity to review the pre-sentence report, but may not modify the agreement. Except with respect to any non-binding recommendations to be made by the United States, if the Court rejects the agreement either party may withdraw from the agreement.

NARRINO STEWART agrees that he will enter a voluntary plea of guilty to

counts ONE, THREE, FOUR, FIVE, and SIX of the indictment.

The United States agrees to dismiss any remaining counts of the indictment against the defendant at the appropriate time.

The United States agrees to recommend that the court impose a term of 360 months imprisonment.

Given the facts in the possession of the United States at the time of the writing of this agreement, the United States does not oppose the defendant receiving acceptance of responsibility credit pursuant to U.S.S.G. Section 3E1.1. The defendant understands that if the United States receives information between the signing of this agreement and the time of the sentencing that the defendant has previously engaged in, or if he engages in the future, in conduct inconsistent with the acceptance of responsibility, including, but not limited to, participation of any additional criminal activities between now and the time of sentencing, this position could change. Further, the defendant understands that whether or not acceptance of responsibility credit pursuant to Section 3E1.1 is granted is a matter to be determined by the district court. Failure of the district court to grant acceptance of responsibility credit is not a basis for NARRINO STEWART to withdraw his guilty plea.

Defendant understands that Title 18, United States Code Section 3742 gives him the right to appeal the sentence imposed by the Court. Acknowledging this, defendant knowingly and voluntarily waives his right to appeal any sentence imposed by the Court and the manner in which the sentence is determined so long as the sentence is within the statutory maximum specified above. This waiver is made in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this

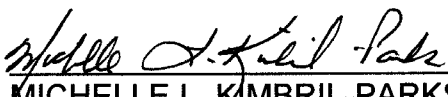
paragraph does not apply to claims relating to prosecutorial misconduct and ineffective assistance of counsel.

The defendant understands and agrees that the special assessment is due and payable to the United States District Court office immediately following the defendant's sentencing.


NARRINO STEWART agrees that this plea agreement constitutes the entire agreement between himself and the United States and that no threats have been made to induce him to plead guilty. By signing this document, NARRINO STEWART acknowledges that he has read this agreement, has discussed it with his attorney and understands it.

FOR THE UNITED STATES:

LAWRENCE J. LAURENZI
UNITED STATES ATTORNEY


MICHELLE L. KIMBRIL-PARKS
Assistant United States Attorney
800 Federal Office Building
167 N. Main Street
Memphis, TN 38103

3/17/09
Date


NED GERMANY
Defense Counsel

3-17-09
Date


NARRINO STEWART
Defendant

3-17-09
Date